

# Exhibit 7: Purchase Agreement

2-19-16  
RdB

**Purchase & Sale Agreement**

**THIS AGREEMENT**, is made and entered into this 19<sup>th</sup> day of February, 2016 by and between The Express Gas Pipeline, LP, a Texas Limited Partnership, acting by and through its sole general partner, The Express Pipeline Connection, LLC (hereinafter called "Seller") whose address is 6034 West Courtyard Drive, Suite 205, Austin, Texas 78730 and Longbranch Energy, L.P., a Texas Limited Partnership (hereinafter called "Purchaser"), whose address is P.O. Box 716, Center, Texas 75935.

**WITNESSETH:**

**WHEREAS**, Purchaser desires to purchase, and Seller desires to sell its ownership interest in certain pipe and related facilities (commonly known as the P-21 pipeline) shown on the plat attached hereto as Exhibit "A", and described on Exhibit "B" attached hereto, and the rights-of-way, easements, contracts, permits and leases described on Exhibit "C" attached hereto, (collectively herein referred to as the "Express Pipeline"); and

**WHEREAS**, prior to concluding the transaction contemplated herein by the final payment by Purchaser to Seller and the sale of the Express Pipeline to Purchaser as contemplated herein (the "Closing"), Purchaser desires to investigate the pipeline facilities and related contractual, regulatory and right-of-way interests the subject of this agreement.

**NOW, THEREFORE**, in consideration of the premises, Purchaser agrees to purchase, and Seller agrees to sell, the Express Pipeline subject to the following terms and conditions:

**Section 1. Transfer of Properties.**

Subject to the terms and conditions provided in this Agreement, Seller agrees to sell, transfer, assign, convey and deliver to Purchaser, and Purchaser agrees to pay for and acquire on the Closing Date, all of Seller' interest in the Express Pipeline consisting of approximately 64.97 miles (more or less) of 8" nominal outside diameter pipeline and appurtenances shown on Exhibit "A" and described on Exhibit "B", and all of Seller' interest in the rights-of-way, easements and permits described on Exhibit "C-1" (Shelby County, Texas easements); Exhibit "C-2" (Rusk County, Texas easements); Exhibit "C-3" (Nacogdoches County, Texas easements); Exhibit "C-4" (Angelina County, Texas easements); Exhibit "C-5" (exceptions as noted in 1992 TEPCO to Lancer Purchase Agreement in Nacogdoches County, Texas); and Exhibit "C-6" (Amendments, Releases and Rights of Ways and Easements since TEPCO to Lancer sale in Nacogdoches, Rusk and Shelby Counties, Texas), which are all collectively referred to as Exhibit "C"; by execution of the Assignment and Conveyance in the form attached hereto as Exhibit "D". The 8" pipeline to be transferred and sold to Purchaser pursuant to this Agreement is not presently operational as a functioning pipeline and certain portions of the Express Pipeline may have been removed and/or are missing, for which removed and/or missing portions Seller shall assume no liability or responsibility.

Section 2. Disclaimers.

THIS AGREEMENT IS MADE AND ACCEPTED BY SELLER AND PURCHASER UPON THE SPECIFIC CONDITION THAT THE EXPRESS PIPELINE IS CONVEYED "AS IS, WHERE IS," WITH ALL FAULTS, AND SELLER HEREBY EXPRESSLY DISCLAIMS AND NEGATES ALL REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, IN RESPECT OF THE EXPRESS PIPELINE AND ANY REPRESENTATION OR WARRANTY AS TO THE ENVIRONMENTAL CONDITION OR SAFETY CONDITION OF THE PIPELINE AND PROPERTY INTERESTS AND/OR COMPLIANCE OF THE PIPELINE AND PROPERTY INTEREST WITH ANY STATUTE, RULE, ORDER OR DIRECTIVE OF ANY TYPE; AND ALL IMPLIED, EXPRESS OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, QUALITY, PERFORMANCE, CONDITION, CLASS, CERTIFICATE, MAINTENANCE, EXISTENCE, SPECIFICATION, ABSENCE OF LATENT DEFECTS, OR ANY OTHER MATTER WHATSOEVER; PROVIDED, HOWEVER, THAT THIS DISCLAIMER DOES NOT DETRACT FROM THE WARRANTIES EXPRESSLY SET FORTH HEREIN. PURCHASER HEREBY NEGATES AND WAIVES ANY RIGHTS IT HAS UNDER STATUTE OR AT COMMON LAW TO CLAIM DIMINUTION OF CONSIDERATION AND ANY CLAIMS BY PURCHASER FOR DAMAGES BECAUSE OF LATENT OR PATENT DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING THE INTENTION OF PURCHASER AND SELLER THAT THE SUBJECT ASSETS ARE TO BE CONVEYED IN THEIR PRESENT CONDITION, EXISTENCE AND STATE OF REPAIR OR DISREPAIR. TO THE EXTENT APPLICABLE (AND WITHOUT ADMITTING SUCH APPLICABILITY), PURCHASER HEREBY WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, CHAPTER 17, SUBCHAPTER E, SECTIONS 17.41 ET SEQ. (OTHER THAN SECTION 17.555, WHICH IS NOT WAIVED), TEX. BUS. & COM. CODE, AND ALL SIMILAR LAWS IN OTHER JURISDICTIONS. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN NEGOTIATED BY PURCHASER AND SELLER AFTER DUE CONSIDERATION AND ARE INTENDED TO BE CONSPICUOUS DISCLAIMERS AND COMPLETE EXCLUSIONS AND NEGATIONS OF ANY REPRESENTATIONS AND WARRANTIES OF SELLER, WHETHER IMPLIED OR STATUTORY, WITH RESPECT TO THE SUBJECT PROPERTY THAT MAY ARISE PURSUANT TO ANY LAW NOW OR HEREINAFTER IN EFFECT, OR OTHERWISE, EXCEPT AS EXPRESSLY SET FORTH HEREIN.

Section 3. Consideration.

- (a) Purchaser will transfer by wire in immediately available United States dollars on or before 2:00 pm CST on February 19, 2016 the amount of Twenty-Five Thousand Dollars (\$25,000.00) as earnest money in immediately available U.S. funds, to Frost Bank, 100 West Houston, San Antonio, Texas 78205 ABA Routing Number 114000093, account number 583850757 styled *The Express Gas Pipeline, LP*, attention Wanda Woods (512) 473-4364. Also on or before 2:00 pm CST on

- February 19, 2016, Purchaser shall tender this agreement, fully executed, to Seller. Said \$25,000.00 earnest money payment **shall be non-refundable** and shall provide Purchaser with a sixty (60) day due diligence period prior to the date of Closing.
- (b) If, at the expiration of the sixty (60) day period referenced in Section 3(a), above, Purchaser has not concluded its due diligence, Purchaser may wire an additional sum of Seventy-five Thousand Dollars (\$75,000.00) to Frost Bank (as indicated above) to secure an additional sixty (60) day due diligence period prior to the date of Closing. Said \$75,000.00 earnest money payment **shall be non-refundable**.
- (c) If, at the expiration of the second sixty (60) day period referenced in Section 3(b), above, Purchaser has not concluded its due diligence, Purchaser may wire an additional sum of Five Hundred Thousand Dollars (\$500,000.00) to Frost Bank (as indicated above) to secure an additional sixty (60) day due diligence period prior to the date of Closing. Said \$500,000.00 earnest money payment **shall be non-refundable**.
- (d) At the Closing, Purchaser will pay to Express the Purchase Price, same being the amount of Five Million Dollars (\$5,000,000.00) less any earnest money payments set forth in Sections 3(a), (b) or (c), above, and contemporaneously shall receive fully executed and valid documents of title and take possession of the Express Pipeline pursuant to the provisions of Section 6 of this Agreement.

#### **Section 4. Warranties of Seller.**

Seller hereby warrants as follows:

- (a) Seller is a limited partnership validly existing and in good standing under the laws of the State of Texas and has all requisite power and authority to own and operate its properties and carry on its business as now conducted. Neither the execution and delivery by Seller of this Agreement, nor the consummation by Seller of the transactions contemplated hereby or thereby nor the performance by Seller under this Agreement will: (i) violate, conflict with or result in a breach of any provision of the certificate of formation or, if applicable, the partnership agreement of the Company; or, (ii) require any consent or approval of any counterparty to, or violate or result in any breach of a settlement agreement or stipulated dismissal of any litigation arising out of the Express Pipeline.
- (b) The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been approved and ratified by The Express Pipeline Connection, LLC as general partner of The Express Pipeline, LP.
- (c) Subject to the disclosure in Exhibit "A" and Exhibit "C" attached hereto, Seller is the sole owner of the Express Pipeline and possesses, and at Closing will possess, the right to convey all title and interest to Purchaser hereunder. The rights-of-way and easements held by Seller relating to the construction, laying, maintenance, operation and removal of the Express Pipeline are fully assignable and will be fully assignable by the date of Closing. At closing, the Express Pipeline to be conveyed to Purchaser as set forth above will be free from any mortgage or lien, except liens for taxes not

yet due and payable, or matters that this conveyance hereunder is subject to as described in Paragraph (a)(1) of Section 6, below.

- (d) That no action or proceeding involving Seller is pending or threatened (and Seller has not received any notice, whether written or oral): (i) which challenges the validity or enforceability of any of the easements and rights-of-way collectively listed in Exhibit "C"; or, (ii) which seeks to restrict the use by Seller of the Express Pipeline.
- (e) There is no suit, action or legal, administrative, arbitrate or other proceeding pending or, to Seller's knowledge, threatened against Seller or affecting the Express Pipeline or affecting the transactions contemplated by this Agreement, the collateral documents contemplated by the Agreement or the transactions relating thereto. To the knowledge of Seller, no set of facts or circumstances exist or have existed that would constitute a basis for any such action, proceeding, investigation, suit or arbitration.

#### **Section 5. Warranties of Purchaser.**

Purchaser hereby represents and warrants as follows:

- (a) Purchaser is a limited partnership duly formed and validly existing and in good standing under the laws of the State of Texas and has all requisite power and authority to own and operate its properties and carry on its business as now conducted in all jurisdictions in which it operates.
- (b) The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been approved and ratified by Darin Borders, Inc., as general partner of Longbranch Energy, LP.
- (c) The Board of Directors or other governing authority of Purchaser has authorized the undersigned official to execute and deliver this Purchase and Sale Agreement.

#### **Section 6. Terms of Transaction.**

Subject to the conditions herein stated, Purchaser and Seller agree as follows

- (a) On the Closing Date:
  - 1. Seller will execute and deliver, or cause to be executed and delivered, to Purchaser the Assignment and Conveyance necessary to transfer and assign to Purchaser all of Seller's right, title and interest in and to the Express Pipeline, together with the contracts described on Exhibits A, B and C attached hereto, and made a part hereof as though copied verbatim herein.
  - 2. A duly executed document whereby Seller shall transfer the T-4 Permit No. 08049 to Purchaser and any such other instruments, including any necessary Railroad Commission of Texas forms or documents, as are reasonably



necessary to effectuate the conveyance of the Express Pipeline and T-4 Permit 08049 to Purchaser.

3. Purchaser will transfer by wire to Frost Bank, 100 West Houston, San Antonio, Texas 78205 ABA Routing Number 114000093 account number 583850757 and styled *The Express Gas Pipeline, LP*, attention Claudia Drolet (512) 473-4749, the total Purchase Price, same being the amount of Five Million Dollars (\$5,000,000.00) less any earnest money deposits referenced in Section 3, above, in immediately available United States Dollars together with amounts necessary to pay any applicable sales, use, transfer or realty tax levied on the transfer of the Express Pipeline, for which Purchaser shall be responsible and liable hereunder.
4. Purchaser and Seller will prorate, as of the Closing Date, any accrued but unpaid ad valorem taxes attributable to the Express Pipeline for calendar year 2016.
5. Seller will deliver to Purchaser all records in Seller's possession and/or under Seller's control relative to the Express Pipeline, except financial and operational records which Seller is required to retain; however, Seller will permit Purchaser to photocopy any such financial and/or operational records that it deems necessary and/or appropriate in connection with its ownership of the Express Pipeline.

(b) Subsequent to the Closing Date:

1. Instruments of Conveyance. Seller will execute and deliver from time to time at the request of Purchaser all such further instruments of conveyance, assignments and further assurances and perform all such other acts as may be required to transfer and assign to Purchaser its title to the rights-of-way, easements, contracts, permits and leases hereby agreed and intended to be conveyed to Purchaser, provided that such can be done without cost to Seller.
2. Cooperation. At all times following the date of this Agreement, the parties hereto will provide each other with such information as may reasonably be required to effectuate the purposes and intents of this Agreement.
3. Non-Disclosure Agreement. By the execution of this Agreement, Purchaser hereby covenants and agrees not to disclose the terms and conditions of any revised easements or rights-of-way, which easements or rights-of-way are or may have been subject to confidentiality provisions in settlement agreements or other agreements obtained by Seller and certain landowners along the pipeline corridor. Purchaser further covenants and agrees not to disclose to any third-party the terms of this Agreement unless and until the Closing of this transaction.

Section 7. Closing Date.

- 19th
- Oct 2-19-16
- (a) The Closing shall be held in Marshall, Texas at the offices of the Palmer Law Firm, Inc. on April 18, 2016, or subject to any 60 day extensions as set forth in Section 3, above. The parties may also mutually agree to an earlier or later date as agreed to by the parties. The date of Closing is herein referred to as the "Closing Date".
  - (b) The purchase and sale of the Express Pipeline contemplated by this Agreement shall be and become effective as of 7:00 a.m., Central Time on the Closing Date.

Section 8. Covenants of Seller.

- (a) Between the parties' execution of this agreement and the closing contemplated by this agreement, Seller will take no action to modify, alter or change the Express Pipeline from its condition existing on the date of the execution of this agreement.
- (b) Seller agrees that it will pay the fees and expenses of its advisors, attorneys and accountants for services rendered to Seller in connection with the consummation of its transfer of the Express Pipeline hereunder. Seller shall have no obligation to reimburse or otherwise compensate Purchaser for costs and expenses incurred in examining, appraising or evaluating the Express Pipeline, for advisors, or for any other expenses incurred by Purchaser in the preparation and consummation of this Agreement or with Purchaser's acquisition of the Express Pipeline.
- (c) Prior to the Closing Date, Purchaser and its representatives shall have the right to undertake such investigations of the Express Pipeline as is deemed necessary by Purchaser to confirm the accuracy and completeness of the warranties and covenants made by Seller herein, as well as the existence and location of the Express Pipeline, provided that such investigations will not unduly interfere with Seller's rights and obligations concerning the Express Pipeline. Promptly after execution of this Agreement, Seller shall provide Purchaser and its representatives full opportunity to examine and review, at Purchaser's sole cost and expense, all of the title records, documents, maps, engineering drawings and specifications, in the possession of Seller which are deemed relevant by Purchaser to the consummation of this transaction.

Section 9. Covenants of Purchaser.

- (a) Purchaser agrees that it will pay the fees and expenses of its advisors, attorneys and accountants for services rendered to Purchaser in connection with the consummation of its acquisition of the Express Pipeline. Purchaser shall have no obligation to reimburse or otherwise compensate Seller for costs and expenses incurred for advisors or for any other expenses incurred by Seller in the preparation and consummation of this Agreement or with Seller's sale of the Express Pipeline.
- (b) Purchaser assumes and agrees to indemnify and hold harmless Seller, their officers, directors, attorney's, agents and employees, from and against any and all claims,

demands, costs, losses, expenses and liabilities of any and every kind and character incident to or arising from the ownership or use of or damages to the Express Pipeline after the Closing Date.

- (c) Notwithstanding the provisions of 9(b) of this Agreement, Purchaser agrees that it shall be responsible and liable for all damages to the property of any landowner involving the Express Pipeline resulting from or in any way attributable to, in whole or in part, Purchaser's actions or activities on the property of such landowner, including, but not limited to, damage to the property resulting from the removal of the 8" pipeline and Purchaser agrees to indemnify and hold harmless Seller, their officers, directors, attorney's, agents and employees from all such claims, demands and/or damages, including, but not limited to, any costs and/or attorney's fees incurred by Seller.

**Section 10. Right of Termination.**

This Agreement and the transactions contemplated hereby may be terminated at any time prior to the Closing Date under the following conditions:

- (a) By mutual written consent of the parties;
- (b) By either Seller or Purchaser if the consummation of the transactions contemplated herein would violate any nonappealable final order, decree or judgment of any governmental entity having appropriate jurisdiction enjoining or awarding substantial damages in connection with the consummation or the transactions contemplated herein;
- (c) By Purchaser if subsequent to Purchaser's inspection and evaluation provided for in Section 11, and its sole discretion, Purchaser desires to terminate this Agreement, which termination must be made in writing and must be made timely to be effective;
- (d) Purchaser shall have until 2:00 pm on the final day of the due diligence period (or periods) described in Section 11 in order to timely deliver to Seller, in writing, either:
  - (i) Purchaser's extension of any due diligence period as referenced in Section 3, above, and the timely tender of the appropriate earnest money deposit to secure the extension, which earnest money deposit must be made prior to 2:00 pm on the final day of any 60 day due diligence period; or
  - (ii) Purchaser's timely termination of this Agreement, which termination must be in writing, whereupon neither Purchaser nor Seller shall have any further obligation under this agreement; or
  - (iii) Purchaser's acceptance of the Express Pipeline and rights of way, confirming the Closing Date.



If the Purchaser elects to terminate this Agreement in any manner provided in Section 10, Seller shall retain any earnest money previously paid by Purchaser. If the Purchaser shall fail to consummate the purchase provided for herein for any other reason, in addition to retaining the earnest money paid upon the execution of this contract, and any additional earnest paid as set forth in Section 3, above, Seller may, at Seller's option, enforce the specific performance of this agreement.

**Section 11. Right of Access Prior to Closing (Due Diligence Period).**

Seller hereby grants unto Purchaser the right for Purchaser and/or Purchaser's agents and representatives to make such examinations, surveys and inspections of the rights-of-way, easements, contracts, permits and leases described on Exhibit "C" attached hereto as Purchaser deems appropriate. Seller and Purchaser specifically covenant and agree that the results of Purchaser's inspection are confidential and should Purchaser elect not to purchase the Express Pipeline and rights of way, that all written test results, reports and conclusions (that are not covered by attorney-client privilege) shall be turned over and delivered to Seller. Purchaser's inspections shall continue up to and through the due diligence period (or periods) referenced in Section 3, above.

**Section 12. Miscellaneous.**

- (a) This Agreement shall be constructed under and in accordance with the laws of the State of Texas.
- (b) All negotiations relating to this Agreement and the transactions contemplated hereby and thereby have been carried on without the intervention of any person acting on behalf of either party hereto in such manner as to give rise to any valid claim against a party hereto for any brokerage or finder's commission, fee or similar compensation.
- (c) Any notices or other communications required or permitted hereunder shall be sufficiently given if sent by confirmed facsimile, or by registered mail or certified mail, postage prepaid, addressed as follows:

To Seller: The Express Gas Pipeline, LP  
6034 West Courtyard Drive, Suite 205  
Austin, TX 78730  
Attention: Rod C. Roberts  
Email: [rod@lancerresources.com](mailto:rod@lancerresources.com)

To Purchaser: Longbranch Energy, LP  
P.O. Box 716  
Center, Texas 75935  
Attention: Mr. Darin Borders  
Email: [drborders@yahoo.com](mailto:drborders@yahoo.com)

or such other address as shall be furnished in writing by either party, and any such notice or communication shall be deemed to have been given as of the date so mailed or the date the facsimile is received.

- (d) By mutual consent of Seller and Purchaser, this Agreement or the terms and manner of effecting the transaction contemplated hereby, may be amended or modified in any respect by an instrument duly executed on behalf of Purchaser and Seller.
- (e) This agreement shall be binding upon and shall inure to the benefit of the parties hereto, but is expressly made non-assignable save and except as set forth herein, below. Nothing in this Agreement is intended to prohibit or restrict Purchaser from assigning its ownership rights in the Express Pipeline following the Closing.
- (f) The exhibits referenced in and attached to this Agreement constitute in their entirety an integral part of this Agreement, and are hereby incorporated in this Agreement by reference. The section and other headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.
- (g) The warranties of the parties set forth herein, and the covenants and obligations of the parties to be performed on and after the Closing Date, shall all survive the Closing Date by Twelve (12) months.
- (h) This Agreement comprises the entire agreement of the parties and there are no oral or other written promises, representations or warranties.
- (i) After Purchaser has tendered no less than the sum of \$100,000.00 in earnest money payments as set forth in Section 3(a) and (b), above, Purchaser may assign this Agreement subject to providing Seller notice of said assignment. The assignment of this Agreement by Purchaser, however, shall not waive or release Purchaser from its contractual obligations to perform under this Agreement.
- (j) This Agreement shall not be recorded in any county deed records; however, a memorandum of this Agreement may be recorded, which memorandum shall be mutually drafted by the parties.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer, and has caused its corporate seal to be hereunto affixed by its Secretary thereunto duly authorized, all as of the day and year first above-mentioned.

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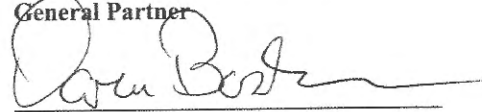
“SELLER”

**THE EXPRESS GAS PIPELINE, L.P., By THE  
EXPRESS PIPELINE CONNECTION, L.L.C.,  
General Partner**

By: Rod C. Roberts, President of The Express  
Pipeline Connection, L.L.C

“PURCHASER”

**Longbranch Energy, L.P.  
By DARIN BORDERS, INC.,  
General Partner**



By: **Darin Borders**  
Title: President, Darin Borders, Inc.

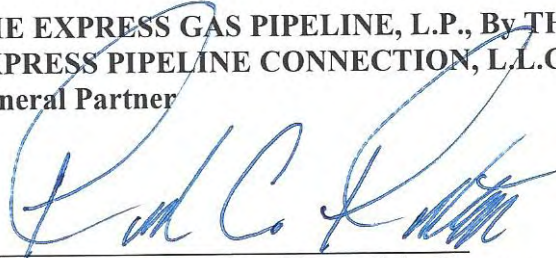
STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on the \_\_\_\_ day of February, 2016, by Rod C. Roberts, the President of The Express Pipeline Connection, L.L.C., a Texas limited liability company, the General Partner of The Express Gas Pipeline, L.P. a Texas limited partnership, on behalf of said companies.

\_\_\_\_\_  
Notary Public in and for the State of Texas

“SELLER”

**THE EXPRESS GAS PIPELINE, L.P., By THE  
EXPRESS PIPELINE CONNECTION, L.L.C.,  
General Partner**



By: Rod C. Roberts, President of The Express  
Pipeline Connection, L.L.C

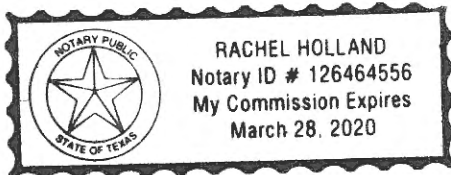
“PURCHASER”

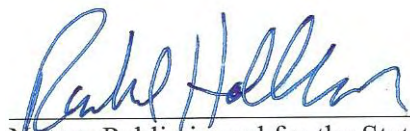
**Longbranch Energy, L.P.  
By Darin Borders, Inc.,  
General Partner**

By: **Darin Borders**  
Title: President, Darin Borders, Inc.

STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS           §

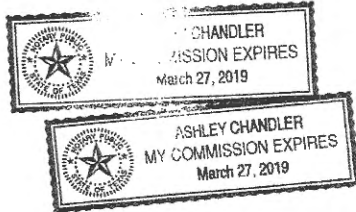
This instrument was acknowledged before me on the 19 day of February, 2016, by Rod C. Roberts, the President of The Express Pipeline Connection, L.L.C., a Texas limited liability company, the General Partner of The Express Gas Pipeline, L.P. a Texas limited partnership, on behalf of said companies.



  
Notary Public in and for the State of Texas  
Rachel Holland

STATE OF TEXAS                   §  
COUNTY OF Shelby           §  
   §

This instrument was acknowledged before me on the 19 day of February, 2016, by Darin Borders, President of Darin Borders, Inc., on behalf of Longbranch Energy, L.P., a Texas Limited Partnership.

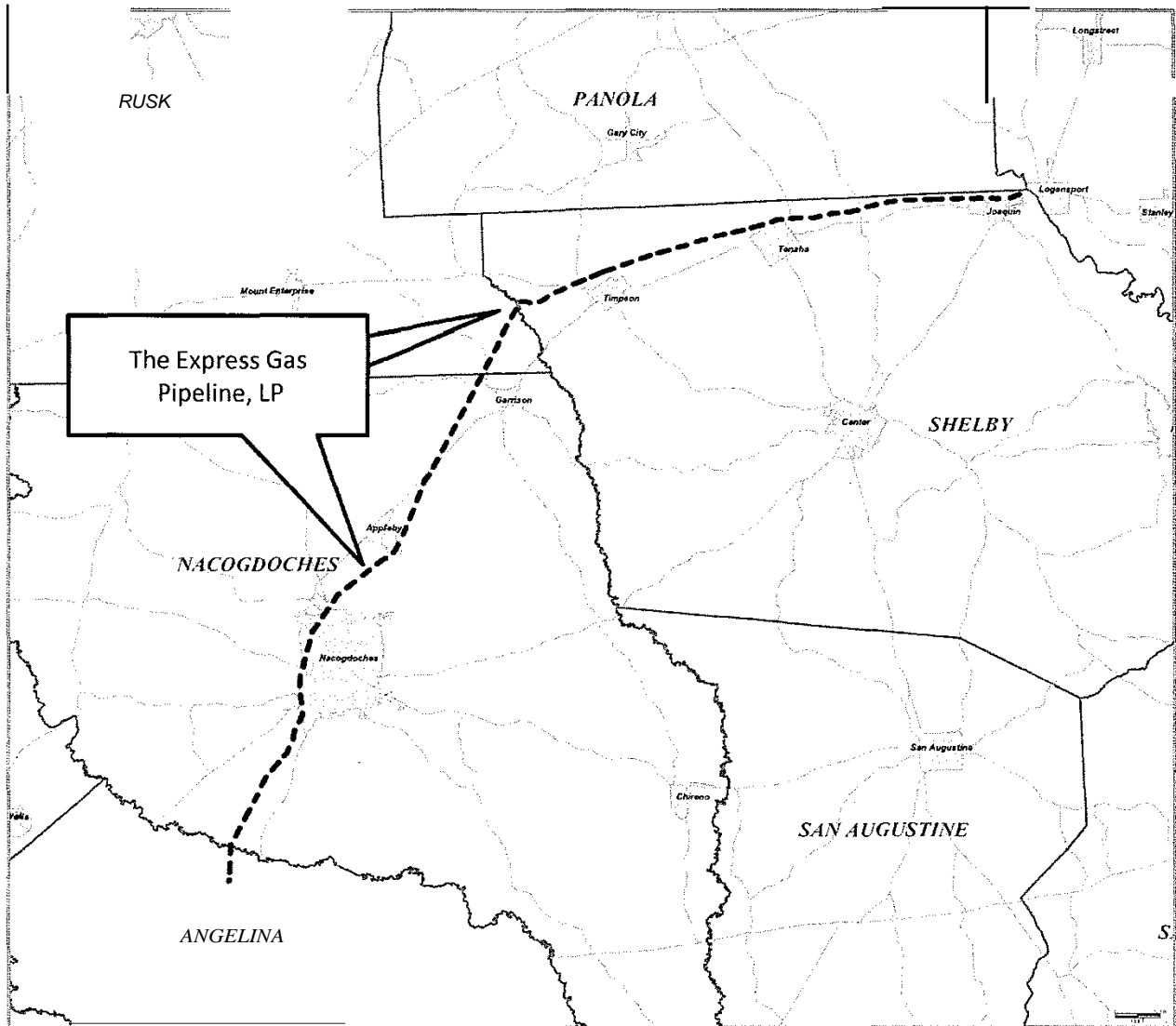


Ashley Chandler  
Notary Public in and for the State of Texas



**EXHIBIT "A"**

Attached hereto and made a part of that certain  
Purchase & Sale Agreement dated this \_\_\_\_ day of February, 2016, between The Express Gas  
Pipeline, LP and Longbranch Energy, LP



**EXHIBIT "B"**

Attached hereto and made a part of that certain  
Purchase & Sale Agreement dated this \_\_\_\_ day of February, 2016, between The Express  
Gas Pipeline, LP and Longbranch Energy, LP

**8" PIPELINE**

COMMENCING at a point within Gulf Refining Company's Lufkin Station Site in the Vincinti Micheli Survey, Angelina County, Texas, as described by easement, recorded in Volume 236, Page 584, of the Deed Records of said County and State;

THENCE running generally in a northeasterly direction in Angelina County, Texas, a distance of approximately 2.39 miles to a point on the West Bank of the Angelina River on property now or formerly owned by Mrs. W. E. Massingill in the Goguett Survey, as described by easement recorded in Volume 63, page 160, of the Deed records of said County;

THENCE crossing the Angelina River in an easterly direction, leaving Angelina County, Texas and entering Nacogdoches County, Texas, to a point on the East Bank of said Angelina River on property now or formerly owned by Mrs. S. C. Parrott, et al., as described by easement recorded in Volume 74, Page 107, of the Deed Records of said Nacogdoches County;

THENCE running generally in a northeasterly direction across Nacogdoches County, Texas, a distance of approximately 30 miles to a point on the County line between Nacogdoches and Rusk Counties, Texas and on the north line of property now or formerly owned by J. Kelly as described by easement recorded in Volume 74, Page 38, of the Deed Records of Nacogdoches County, Texas;

THENCE entering Rusk County, Texas, at a point on the south line of property now or formerly owned by Spencer Eliot Brick Company, as described by easement recorded in Volume 67, Page 183, of the Deed Records of Rusk County, Texas;

THENCE running generally in a northeasterly direction across Rusk County, Texas, a distance of approximately 6.46 miles to a point on the West Bank of the Attoyac River on property now or formerly owned by Mrs. M. L. Moore, as described by easement recorded in Volume 67, Page 130, of the Deed Records of Rusk County, Texas;

THENCE crossing the Attoyac River, leaving Rusk County, Texas and entering Shelby County, Texas, to a point on the East Bank of said Attoyac River.

THENCE entering Shelby County, Texas, at a point on the south or west line of property now or formerly owned by Gulf Refining Company, as described by easement recorded in Volume 381, Page 347, of the Deed Records of Shelby County, Texas;

THENCE continuing in an easterly direction to property now owned by Texas Eastern Transmission Corporation as described in Deed recorded in Volume 381, Page 344 of the Deed Records of Shelby County, Texas;

COMMENCING at a point on the south or west line of property now or formerly owned by J. M. Whiteside, as described by easement recorded in Volume 79, Page 543, of the Deed Records of Shelby County, Texas;

THENCE running generally in an easterly direction across Shelby County, Texas, a distance of approximately 28 miles to a point on the West Bank of the Sabine River on property now or formerly owned by J. T. Caldwell as described by easement recorded in Volume 131, Page 497, of the Deed Records of Shelby County, Texas.

**EXHIBIT "C-1"**

Attached hereto and made a part of that certain  
Purchase & Sale Agreement dated this \_\_\_\_ day of February, 2016, between The Express  
Gas Pipeline, LP and Longbranch Energy, LP

Shelby County, Texas

<u>Date</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Book</u>	<u>Page</u>
02/03/13	Van J. Smith	Gulf Pipe Line Co.	81	7
01/27/14	E.W. Cockrell	Gulf Pipe Line Co. and Gulf Production Co.	79	582
01/28/14	D.D. Bazer, et ux.	Gulf Pipe Line Co.	79	609
01/28/14	I.E. Bazer, et ux.	Gulf Pipe Line Co.	79	597
01/28/14	W.H. Cammack	Gulf Pipe Line Co.	79	594
01/28/14	W.H. Cammack	Gulf Pipe Line Co.	79	594
01/28/14	W.H. Cammack	Gulf Pipe Line Co.	79	594
01/28/14	Bridie Carter, et vir.	Gulf Pipe Line Co.	79	592
01/28/14	Mrs. W.J. Cockrell	Gulf Pipe Line Co.	79	593
01/28/14	J.R. Joplin, et ux.	Gulf Pipe Line Co.	79	574
01/28/14	Ralph Jopling, et ux.	Gulf Pipe Line Co.	81	19
01/28/14	J.D. Majors, et ux.	Gulf Pipe Line Co.	81	27
01/28/14	J.W. Majors	Gulf Pipe Line Co.	81	14
01/28/14	A.W. Mathews, et ux.	Gulf Pipe Line Co.	81	24
01/18/14	W.R. Rains	Gulf Pipe Line Co.	79	595
01/29/14	Luke Motley	Gulf Pipe Line Co.	81	8
01/29/14	J.L. Norman	Gulf Pipe Line Co.	81	18
01/29/14	W.J. Shadowens, et ux.	Gulf Pipe Line Co.	79	596
01/29/14	John Turner, et ux.	Gulf Pipe Line Co.	81	25
01/29/14	John Turner, et ux.	Gulf Pipe Line Co.	81	25-26
01/29/14	John Turner, et us.	Gulf Pipe Line Co.	81	25-26
01/31/14	J.H. Hughes	Gulf Pipe Line Co.	79	562
01/31/14	J.R. Lewis	Gulf Pipe Line Co.	79	576
02/02/14	Charles F. Flakes	Gulf Pipe Line Co.	79	607
02/02/14	W.E. Parker	Gulf Pipe Line Co.	81	16
02/02/14	W.W. Rider, et ux.	Gulf Pipe Line Co.	81	21
02/02/14	J.H. Wall	Gulf Pipe Line Co.	79	605
02/02/14	Ben B. White, et ux.	Gulf Pipe Line Co.	79	573
02/02/14	W.D. White, et ux.	Gulf Pipe Line Co.	79	598
02/03/14	Luis Hooper, et al.	Gulf Pipe Line Co.	79	579
02/03/14	J. Nathan King	Gulf Pipe Line Co.	79	564
02/03/14	J. Nathan King	Gulf Pipe Line Co.	79	564
02/03/14	C. Riley, et ux.	Gulf Pipe Line Co.	79	611
02/03/14	Jno. A. White, et ux.	Gulf Pipe Line Co.	79	571
02/04/14	M.M. Bowlin, et ux.	Gulf Pipe Line Co.	79	578
02/04/14	John Kyle, et ux.	Gulf Pipe Line Co.	79	563
02/04/14	J.R. Weir	Gulf Pipe Line Co.	79	568
02/05/14	C.C. Hayden	Gulf Pipe Line Co.	79	576
02/06/14	W.L. Foster, et ux.	Gulf Pipe Line Co.	79	572
02/06/14	C.M. Horton, et ux.	Gulf Pipe Line Co.	79	565
02/06/14	O.M. Ramsey, et al.	Gulf Pipe Line Co.	79	599

**EXHIBIT "C-1" CONTINUED**

Attached hereto and made a part of that certain  
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Gas Pipeline, LP and Longbranch Energy, LP

Shelby County, Texas

02/06/14	B.A. Roper	Gulf Pipe Line Co.	79	561
02/07/14	F.M. Bridwell, et al.	Gulf Pipe Line Co.	79	550
02/09/14	Rev. Mack Jones, et al.	Gulf Pipe Line Co.	79	603
02/10/14	G.W. Crenshaw, et ux.	Gulf Pipe Line Co.	79	567
02/10/07	J.H. Cruger, et ux.	Gulf Pipe Line Co.	79	600
02/10/14	F.D. Haden, et ux.	Gulf Pipe Line Co.	81	6
02/10/14	Henry Sears, et ux.	Gulf Pipe Line Co.	79	569
02/11/14	W.A. Cooper, et ux.	Gulf Pipe Line Co.	79	557
02/11/14	W.R. Harris, et ux.	Gulf Pipe Line Co.	79	553
02/11/14	J.M. Whiteside	Gulf Pipe Line Co.	79	543
02/11/14	C.O. Worsham, et ux.	Gulf Pipe Line Co.	79	554
02/11/14	W.T. Worsham, et ux.	Gulf Pipe Line Co.	79	556
02/12/14	W.F. Andrews	Gulf Pipe Line Co.	79	562
02/12/14	S.W. Wallace	Gulf Pipe Line Co.	81	5
02/13/14	E.H. Andrews, et ux.	Gulf Pipe Line Co.	79	560
02/13/14	Phil Bussy, Jr., et al.	Gulf Pipe Line Co.	79	610
02/13/14	Phil Bussy, Jr. et al.	Gulf Pipe Line Co.	79	610
02/13/14	Phil Bussy, Jr. et al.	Gulf Pipe Line Co.	79	610
02/13/14	Phil Bussy, Jr. et al.	Gulf Pipe Line Co.	79	610
02/13/14	Phil Bussy, Jr., et al.	Gulf Pipe Line Co.	79	610
02/13/14	Phil Bussy, Jr., et al.	Gulf Pipe Line Co.	79	610
02/13/14	Phil Bussy, Jr., et al.	Gulf Pipe Line Co.	79	610
02/13/14	Phil Bussy, Jr., et al.	Gulf Pipe Line Co.	79	610
02/13/14	Phil Bussy, Jr., et al.	Gulf Pipe Line Co.	79	610
02/13/14	Phil Bussy, Jr., et al.	Gulf Pipe Line Co.	79	610
02/13/14	W.M. Byrn	Gulf Pipe Line Co.	79	602
02/14/14	F.O. Johnson	Gulf Pipe Line Co.	79	580
02/14/14	Allen Porter, Agent for Robert Porter	Gulf Pipe Line Co.	79	604
02/16/14	J.F. Beasley, et ux.	Gulf Pipe Line Co.	81	11
02/16/14	M.M. Carroll, Jr.	Gulf Pipe Line Co.	79	581
02/16/14	W.I. Deffenbaugh	Gulf Pipe Line Co.	79	606
02/16/14	G.W. Hanson, et ux.	Gulf Pipe Line Co.	79	583
02/17/14	E.A. Booth	Gulf Pipe Line Co.	79	603
02/17/14	Zach Brinson	Gulf Pipe Line Co.	79	558
02/17/14	J.B. Broadus, et ux.	Gulf Pipe Line Co.	79	547
02/17/14	J.R. Foster, et ux.	Gulf Pipe Line Co.	79	612
02/17/14	J. R. Foster, et ux.	Gulf Pipe Line Co.	79	612
02/17/14	J.L. Gilbert, et ux.	Gulf Pipe Line Co.	81	23
02/18/14	W.L. Barron, et ux.	Gulf Pipe Line Co.	81	547
02/18/14	J.T. Caldwell, et ux.	Gulf Pipe Line Co.	79	546
02/18/14	C.H. Freeman, et ux.	Gulf Pipe Line Co.	79	545
02/18/07	J.L. Hart	Gulf Pipe Line Co.	79	570
02/18/14	H.J. Hennigan, et ux.	Gulf Pipe Line Co.	79	544
02/18/14	R.A. Whiddon, et ux.	Gulf Pipe Line Co.	79	585
02/18/14	W.A. Whiddon, et ux.	Gulf Pipe Line Co.	79	584

**EXHIBIT "C-1" CONTINUED**

Attached hereto and made a part of that certain  
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Gas Pipeline, LP and Longbranch Energy, LP

Shelby County, Texas

02/18/14	F.M. Whiteside, et ux.	Gulf Pipe Line Co.	79	551
02/19/14	J.D. Sholer	Gulf Pipe Line Co.	79	613
02/19/14	Whiddon, J.E., Gdn. for his two minor children Mary Etta Whiddon & James Floyd Whiddon	Gulf Pipe Line Co.	79	549
02/20/14	R.A. Rushing, by W.A. Whiddon, Agt.	Gulf Pipe Line Co.	81	478
02/23/14	Cohron Davis, et ux.	Gulf Pipe Line Co.	79	591
02/23/14	Ima Odom, et al.	Gulf Pipe Line Co.	81	9
02/23/14	J.B. Paramore, et ux.	Gulf Pipe Line Co.	81	15
02/23/14	J.W. Sholar	Gulf Pipe Line Co.	81	20
02/23/14	R. Sholar	Gulf Pipe Line Co.	81	17
02/23/14	W.F. Taley, et ux.	Gulf Pipe Line Co.	79	589
02/24/14	W.R. Crawford, et ux.	Gulf Pipe Line Co.	79	588
02/24/14	C.P. Hooper, et ux.	Gulf Pipe Line Co.	79	587
03/07/14	L.N. Muren	Gulf Pipe Line Co.	81	13
03/28/14	H. Bryant, et al.	Gulf Pipe Line Co.	81	10
05/26/14	F.J. Hobbs	Gulf Pipe Line Co.	81	548
12/16/14	I.W. Willimas	Gulf Pipe Line Co.	79	559
02/18/24	W.F. Hollister, et ux.	Gulf Pipe Line Co.	79	552
07/09/24	F.M. Bridwell	Gulf Pipe Line Co. and Gulf Production Co.	124	440
07/09/24	Mrs. W.H. Harris	Gulf Pipe Line Co. and Gulf Production Co.	124	441
07/09/24	F.M. Whiteside, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	464
07/09/24	Mrs. J.M. Whiteside	Gulf Pipe Line Co. and Gulf Production Co.	124	438
07/09/24	W.T. Worsham	Gulf Pipe Line Co. and Gulf Production Co.	124	443
07/10/24	E.H. Andrews, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	446
07/10/24	E.A. Booth	Gulf Pipe Line Co. and Gulf Production Co.	124	463
07/10/24	F.L. Brinson, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	458
07/10/24	F.L. Brinson, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	458
07/10/24	F.L. Brinson, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	458
07/10/24	Zach Brinson	Gulf Pipe Line Co.	127	456



**EXHIBIT "C-1" CONTINUED**

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Gas Pipeline, LP and Longbranch Energy, LP

Shelby County, Texas

		and Gulf Production Co.		
07/10/24	W.M. Byrn	Gulf Pipe Line Co. and Gulf Production Co.	124	459
07/10/24	G.W Crenshaw, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	448
07/10/24	J.H. Cruger, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	445
07/10/24	Mrs. F.D. Haden	Gulf Pipe Line Co. and Gulf Production Co.	124	462
07/10/24	C.O. Worsham, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	442
07/11/24	F.H. Bailey, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	453
07/11/24	F. H. Bailey, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	453
07/11/24	F.H. Bailey, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	453
07/11/24	Arthur Bussey, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	452
07/11/24	John Bussey, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	450
07/11/24	Phil Bussy Jr., et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	455
07/11/24	J.G. Ellington	Gulf Pipe Line Co. and Gulf Production Co.	124	437
07/11/24	F.O. Johnson	Gulf Pipe Line Co. and Gulf Production Co.	124	460
07/11/24	I.N. Williams	Gulf Pipe Line Co. and Gulf Production Co.	124	449
07/14/24	E.W. Cockrell, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	479
07/14/24	Mrs. G.W. Hanson Adm. of G.W. Hanson Est.	Gulf Pipe Line Co. and Gulf Production Co.	124	481
07/14/24	T.A. King	Gulf Pipe Line Co.	124	478

**EXHIBIT "C-1" CONTINUED**

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Gas Pipeline, LP and Longbranch Energy, LP

Shelby County, Texas

		and Gulf Production Co.		
07/14/24	Ima Odom Nutt, et al.	Gulf Pipe Line Co. and Gulf Production Co.	124	485
07/14/24	Mrs. W.F. Talley	Gulf Pipe Line Co. and Gulf Production Co.	124	476
07/14/24	A.O. Whiddon	Gulf Pipe Line Co. and Gulf Production Co.	124	480
07/15/24	Paul Barron, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	471
07/15/24	J.T. Carroll	Gulf Pipe Line Co. and Gulf Production Co.	124	470
07/15/24	C.H. Freeman, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	469
07/15/24	Mrs. B.J. Hennigan	Gulf Pipe Line Co. and Gulf Production Co.	124	484
07/15/24	C.P. Hooper, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	473
07/15/24	J.D Sholar	Gulf Pipe Line Co. and Gulf Production Co.	124	483
07/16/24	W.R. Crawford, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	467
07/17/24	J.T. Caldwell, et al.	Gulf Pipe Line Co. and Gulf Production Co.	131	497
07/21/24	Arthur Bussey, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	496
07/21/24	Mack Jones, et al.	Gulf Pipe Line Co. and Gulf Production Co.	124	493
07/21/24	C.D. Scogin	Gulf Pipe Line Co. and Gulf Production Co.	124	491
07/21/24	H.S. Varnell, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	124	495
07/22/24	Cleveland Bussey	Gulf Pipe Line Co. and Gulf Production Co.	124	492
08/01/24	W.A Cooper	Gulf Pipe Line Co.	124	520

**EXHIBIT "C-1" CONTINUED**

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Gas Pipeline, LP and Longbranch Energy, LP

Shelby County, Texas

		and Gulf Production Co.		
10/14/24	Pierce Whiteside, et al.	Gulf Pipe Line Co. and Gulf Production Co.	123	632
04/30/25	J.A. Deaton, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	506
04/30/25	Claude E. Fallin	Gulf Pipe Line Co. and Gulf Production Co.	127	52
04/30/25	Alvin Gunter	Gulf Pipe Line Co. and Gulf Production Co.	126	503
04/30/25	J.R. Jopling, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	127	55
04/30/25	J.N. Majors	Gulf Pipe Line Co. and Gulf Production Co.	127	54
04/30/25	C.C. McDonald	Gulf Pipe Line Co. and Gulf Production Co.	127	56
04/30/25	Grover C. Peddy	Gulf Pipe Line Co. and Gulf Production Co.	126	500
04/30/25	C. Riley, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	502
04/30/25	F.B Taylor	Gulf Pipe Line Co. and Gulf Production Co.	126	504
04/30/25	J.R. Weir, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	127	141
05/01/25	Mrs. W. A. Bouland by J.L. Davis, Attorney-in-Fact	Gulf Pipe Line Co. and Gulf Production Co.	126	568
05/01/25	Cicero Jopling, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	552
05/01/25	J. N. King	Gulf Pipe Line Co. and Gulf Production Co.	127	62
05/01/25	J.O. McCarver	Gulf Pipe Line Co. and Gulf Production Co.	127	187
05/01/25	J.O. McCarver	Gulf Pipe Line Co. and Gulf Production Co.	127	187
05/01/25	J.O. McCarver	Gulf Pipe Line Co.	127	187

**EXHIBIT "C-1" CONTINUED**

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Gas Pipeline, LP and Longbranch Energy, LP

Shelby County, Texas

		and Gulf Production Co.		
05/01/25	Luke Motley	Gulf Pipe Line Co. and Gulf Production Co.	126	569
05/01/25	Luke Motley	Gulf Pipe Line Co. and Gulf Production Co.	126	569
05/01/25	Luke Motley	Gulf Pipe Line Co. and Gulf Production Co.	126	569
05/01/25	Robert Porter	Gulf Pipe Line Co. and Gulf Production Co.	127	61
05/01/25	Walter Scates, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	127	63
05/01/25	A.H. Womack, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	566
05/02/25	M.M. Bowlin, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	556
05/02/25	H. Bryant, et al.	Gulf Pipe Line Co. and Gulf Production Co.	126	562
05/02/25	Harvey Crawford	Gulf Pipe Line Co. and Gulf Production Co.	126	364
05/02/25	John Davis	Gulf Pipe Line Co. and Gulf Production Co.	126	551
05/02/25	J.B. Foster by J.R. Foster, Gdn.	Gulf Pipe Line Co. and Gulf Production Co.	127	60
05/02/25	J.R. Foster, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	559
05/02/25	Mrs. W.L. Foster	Gulf Pipe Line Co. and Gulf Production Co.	126	560
05/02/25	P.L. Hooper, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	600
05/02/25	J.R. Lewis	Gulf Pipe Line Co. and Gulf Production Co.	126	555
05/02/25	Luke Motley	Gulf Pipe Line Co. and Gulf Production Co.	126	554
05/02/25	A.N. Neal, et ux.	Gulf Pipe Line Co.	126	559

**EXHIBIT "C-1" CONTINUED**

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Gas Pipeline, LP and Longbranch Energy, LP

Shelby County, Texas

		and Gulf Production Co.		
05/02/25	Mrs. O.M. Ramsey	Gulf Pipe Line Co. and Gulf Production Co.	126	563
05/04/25	C.H. Horton, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	532
05/04/25	J.D. Majors, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	550
05/04/25	H.M. Mitchell, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	548
05/04/25	Dewey Parrish, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	537
05/04/25	Allen Samford, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	539
05/04/25	Elbert B. Samford by E.B Samford, Agent and Attorney-In-Fact	Gulf Pipe Line Co. and Gulf Production Co.	126	536
05/04/25	J. B. Samford by E.B. Samford, Agent and Attorney-In-Fact	Gulf Pipe Line Co. and Gulf Production Co.	126	535
05/04/25	W.A. Samford, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	541
05/04/25	W.J. Shadowens, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	547
05/04/25	R. Sholar, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	542
05/05/25	Annie Broadus	Gulf Pipe Line Co. and Gulf Production Co.	127	138
05/05/25	E.W. Cockrell	Gulf Pipe Line Co. and Gulf Production Co.	127	142
05/05/25	J.W. Sholar, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	548
05/05/25	Mrs. Bloom Wagstaff, et vir.	Gulf Pipe Line Co. and Gulf Production Co.	126	529
05/05/25	W.J. Walker, et al.	Gulf Pipe Line Co. and Gulf Production Co.	126	533



**EXHIBIT "C-1" CONTINUED**

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Gas Pipeline, LP and Longbranch Energy, LP

Shelby County, Texas

05/05/25	B.C. Wheat, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	530
05/05/25	B.C. Wheat, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	530
05/07/25	D.D. Bazer, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	127	58
05/16/25	Ralph Jopling, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	126	602
05/26/25	Alma Davis, et vir.	Gulf Pipe Line Co. and Gulf Production Co.	127	139
05/26/25	George B. Goff, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	127	189
05/27/25	Mary White, et al.	Gulf Pipe Line Co. and Gulf Production Co.	127	216
07/31/25	Robert Spivey	Gulf Pipe Line Co. and Gulf Production Co.	127	347
08/05/25	Mrs. Viola Rushing by A.O. Whiddon, Agent & Attorney-in-Fact	Gulf Pipe Line Co. and Gulf Production Co.		
08/25/25	W.F. Hollister, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	128	172
08/27/25	Mrs. Viola Rushing A.O. Whiddon, Agent & Attorney-in-Fact	Gulf Pipe Line Co. and Gulf Production Co.		
08/31/25	C.H. Horton, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	128	190
09/08/25	Arthur Bussey, et ux.	Gulf Pipe Line Co. and Gulf Production Co.	127	503
09/23/25	Mrs. M. Lochabay	Gulf Pipe Line Co. and Gulf Production Co.	128	254
06/12/26	C.C. Hayden	Gulf Pipe Line Co. and Gulf Production Co.	131	137
07/17/42	Texas Highway Dept.	Texas Eastern Transmission Corp.		
07/17/42	Texas Highway Dept.	Texas Eastern Transmission Corp.		
05/04/48	L.B. Dean	Gulf Refining Co.	276	615

**EXHIBIT "C-1" CONTINUED**

Attached hereto and made a part of that certain  
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Gas Pipeline, LP and Longbranch Energy, LP

Shelby County, Texas

		and Gulf Oil Corp.		
05/04/48	C.H. Horton, et ux.	Gulf Refining Co. and Gulf Oil Corp.	276	616
05/04/48	R.W. Todd	Gulf Refining Co. and Gulf Oil Corp.	276	617
05/06/48	J.R. Anderson	Gulf Refining Co. and Gulf Oil Corp.	277	329
11/09/51	Earl Hanson, et al.	Gulf Refining Co.	306	192
06/10/52	M.E. Bowlin, et ux.	Gulf Refining Co. and Gulf Oil Corp.	311	258
06/10/52	H.Q. Hoard, et ux.	Gulf Refining Co. and Gulf Oil Corp.	311	256
03/23/54	Texas Hwy. Dept.	Texas Eastern Transmission Corp.		
04/20/55	Texas Hwy. Dept.	Texas Eastern Transmission Corp.		
04/20/55	Texas Hwy. Dept.	Texas Eastern Transmission Corp.		
11/02/59	Gulf Refining Co.	Texas Eastern Transmission Corp.	381	347
12/18/59	Gulf, Colorado& Sante Fe R.R. Co. and Gulf Refining Co.	Texas Eastern Transmission Corp.		
09/29/71	Texas Hwy. Dept.	Texas Eastern Transmission Corp.		

**EXHIBIT "C-2"**

Attached hereto and made a part of that certain  
Purchase & Sale Agreement dated this \_\_\_\_ day of February, 2016, between The Express  
Gas Pipeline, LP and Longbranch Energy, LP

Rusk County, Texas

Date	Grantor	Grantee	Book	Page
07/08/54	Ruby L. Dumas, et vir.	Texas Eastern Transmission Corp.	530	153
08/23/54	Commissioners Court, Panola Co. Texas	Texas Eastern Transmission Corp.		
06/27/10	J.A. Anderson, et ux.	Gulf Pipe Line Co.	67	150
06/27/10	M.J. Barton, et ux.	Gulf Pipe Line Co.	67	138
06/27/10	T.S. Barton, et ux.	Gulf Pipe Line Co.	67	1400
06/27/10	R.F. Garrison, et ux.	Gulf Pipe Line Co.	67	144
06/27/10	F.L. Hudgins, et ux.	Gulf Pipe Line Co.	67	136
06/27/10	J.R. Latimer, et ux.	Gulf Pipe Line Co.	67	142
06/27/10	S.M. Moore, et ux.	Gulf Pipe Line Co.	67	134
07/06/10	M.L. Moore, et al.	Gulf Pipe Line Co.	67	130
07/21/10	W.Y. Garrison	Gulf Pipe Line Co.	67	146
07/29/10	S.M. Moore, Agent for Nannie Fountain, et al.	Gulf Pipe Line Co.	67	132
07/29/10	The Brown Brick & Tile Co.	Gulf Pipe Line Co.	67	183
08/02/10	J.R. Latimer	Gulf Pipe Line Co.	67	152
08/20/10	R.F. Garrison	Gulf Pipe Line Co.	67	182
11/16/10	E.A. Blount	Gulf Pipe Line Co.	1676	741
12/07/10	E.A. Blount	Gulf Pipe Line Co.	1677	111
05/01/14	Mrs. M.L. Moore	Gulf Pipe Line Co.	83	193
07/03/23	Marion C. Skelton, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	123	612
07/03/24	Nora Anderson	Gulf Pipe Line Co. & Gulf Production Co.	123	627
07/03/24	M.J. Barton, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	123	629
07/03/24	T.S. Barton, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	123	614
07/03/24	R.F. Garrison, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	123	618
07/03/24	J.R. Latimer, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	123	617
07/03/24	G.W. Young	Gulf Pipe Line Co. & Gulf Production Co.	123	611
07/05/24	George Harris, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	123	609
07/08/24	Earnest Weaver, et al.	Gulf Pipe Line Co. & Gulf Production Co.	123	615
07/09/24	Jack Garrison, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	123	634
10/28/42	S.M. Adams	Gulf Refining Co. & Gulf Oil Co.	360	190

**EXHIBIT "C-3"**

Attached hereto and made a part of that certain  
Purchase & Sale Agreement dated this \_\_\_\_ day of February, 2016, between The Express  
Gas Pipeline, LP and Longbranch Energy, LP

Nacogdoches County, Texas

<u>Date</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Book</u>	<u>Page</u>
06/27/10	Tom Crawford, et al.	Gulf Pipeline Co.	72	647
06/27/10	J.W. Hartt, et al.	Gulf Pipeline Co.	74	16
06/27/10	T.J. Melton, et al.	Gulf Pipeline Co.	75	77
06/27/10	J.A. Slay	Gulf Pipeline Co.	72	644
06/28/10	G.W. Faulkner, et ux.	Gulf Pipeline Co.	74	21
06/28/10	A.J. Fears, et ux.	Gulf Pipeline Co.	72	642
06/28/10	Mrs. M.I. Strobe	Gulf Pipeline Co.	74	189
06/28/10	Dora Tims, et al.	Gulf Pipeline Co.	74	192
06/29/10	S.W. Hunt, et ux.	Gulf Pipeline Co.	75	75
06/29/10	F.W. Parrott	Gulf Pipeline Co.	72	631
06/29/10	Arthur Peterson, et al.	Gulf Pipeline Co.	75	73
06/29/10	J.L. William, et ux.	Gulf Pipeline Co.	75	68
06/30/10	J.W. Boyd, et ux.	Gulf Pipeline Co.	74	22
06/30/10	R.H. Burns, et ux.	Gulf Pipeline Co.	74	63
06/30/10	T.J. Peterson	Gulf Pipeline Co.	75	66
06/30/10	John M. Richards, et ux.	Gulf Pipeline Co.	74	39
07/01/10	W.G. Hartt, et ux.	Gulf Pipeline Co.	74	8
07/04/10	Angelina County Lumber Co.	Gulf Pipeline Co.	72	634
07/04/19	S.C. Parrott, et al.	Gulf Pipeline Co.	74	107
07/05/10	Joe Manchaca, et ux.	Gulf Pipeline Co.	74	24
07/05/10	S. Michelli	Gulf Pipeline Co.	74	31
07/05/10	T. Supulvado, et ux.	Gulf Pipeline Co.	74	31
07/06/10	M. Peterson, et ux.	Gulf Pipeline Co.	74	17
07/08/10	Tom Hinjosa, et ux.	Gulf Pipeline Co.	74	4
07/08/10	F.M. Richards, et ux.	Gulf Pipeline Co.	74	23
07/09/10	Chas Hoya, et al.	Gulf Pipeline Co.	72	637
07/14/10	Alice Fears	Gulf Pipeline Co.	72	633
07/18/10	Elareo Cordova, et ux.	Gulf Pipeline Co.	74	29
07/18/10	J.H. Summers	Gulf Pipeline Co.	74	2
07/19/10	Josh Henson	Gulf Pipeline Co.	74	10
07/19/10	V.E. Rathbone	Gulf Pipeline Co.	74	38
07/20/10	A.M. Evans, et ux.	Gulf Pipeline Co.	74	13
07/20/10	Dixon Greer	Gulf Pipeline Co.	72	630
As Amended By:				
04/23/99	Cendant Mobility Services Corp.	Lancer Resources Company	1331	24
07/20/10	Elma Greer	Gulf Pipeline Co.	72	629
As Amended By:				
04/23/99	Cendant Mobility Services Corp.	Lancer Resources Company	1331	24
07/20/10	Chas Hoya	Gulf Pipeline Co.	74	6
07/20/10	Mrs. Antonia Manchaca, et al.	Gulf Pipeline Co.	74	33
07/20/10	Mrs. J.E. Patterson, et al.	Gulf Pipeline Co.	90	429
07/20/10	Moses Tims, et ux.	Gulf Pipeline Co.	74	27

**EXHIBIT "C-3" CONTINUED**

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Gas Pipeline, LP and Longbranch Energy, LP

Nacogdoches County, Texas

07/20/10	Eli Westfall, et al.	Gulf Pipeline Co.	74	101
07/21/10	Jessie Greer	Gulf Pipeline Co.	74	131
07/29/10	C.S. Means, et ux.	Gulf Pipeline Co.	74	58
As Amended By:				
04/23/99	Cendant Mobility Services Corp.	Lancer Resources Company	1331	24
07/30/10	Gladys Simpson, et al.	Gulf Pipeline Co.	74	190
08/03/10	Ida Barton, et vir.	Gulf Pipeline Co.	75	68
08/08/10	J.L. Williams	Gulf Pipeline Co.	74	110
08/22/10	Louis J. Wortham	Gulf Pipeline Co.	74	62
08/23/10	Eli Westfall, et al.	Gulf Pipeline Co.	75	65
08/25/10	Fred W. Halacher, et ux.	Gulf Pipeline Co.	74	123
08/27/10	Geo. S. McCarty, Ind. And as Gdn.	Gulf Pipeline Co.	749	238
08/27/10	Mrs. M. I. Strode, Ind. Et al.	Gulf Pipeline Co.	74	102
09/01/10	W.B. Melton, et ux.	Gulf Pipeline Co.	74	507
09/01/10	S.A. Smith, et ux.	Gulf Pipeline Co.	75	30
09/30/10	W.L. Moody	Gulf Pipeline Co.	74	143
11/10/10	Thos. E. Baker, et al.	Gulf Pipeline Co.	74	188
11/12/10	W.H. Davidson	Gulf Pipeline Co.	75	77
11/16/10	E.A. Blount	Gulf Pipeline Co.	1676	741
12/07/10	E.A. Blount	Gulf Pipeline Co.	75	447
02/27/14	S.C. Parrott, et al.	Gulf Pipeline Co.	82	422
02/28/14	Mrs. Antonia Manchaca	Gulf Pipeline Co.	85	55
03/02/14	T.L. Blackshear	Gulf Pipeline Co.	82	382
03/02/14	Mrs. F.W. Harlacher	Gulf Pipeline Co.	85	53
03/02/14	Josh Henson	Gulf Pipeline Co.	82	407
03/02/14	S.W. Hunt, et ux.	Gulf Pipeline Co.	82	406
03/02/14	Mrs. J.W. Strode	Gulf Pipeline Co.	82	429
03/02/14	R.C. White	Gulf Pipeline Co.	82	435
03/03/14	Angelina County Lumber Co.	Gulf Pipeline Co.	82	376
03/03/14	E.A. Blount	Gulf Pipeline Co.	82	383
03/03/14	G.A. Blount	Gulf Pipeline Co.	82	379
03/03/14	G.A. Blount	Gulf Pipeline Co.	82	379
03/03/14	Mrs. J.E. Patterson, et al.	Gulf Pipeline Co.	82	424
03/03/14	T. Supulvado, et ux.	Gulf Pipeline Co.	82	426
03/04/14	W. G. Aartt	Gulf Pipeline Co.	82	410
03/05/14	G.W. Faulkner, et ux.	Gulf Pipeline Co.	85	52
03/05/14	Alex Fears, et ux.	Gulf Pipeline Co.	85	62
03/05/14	W.H. Hollis, et ux.	Gulf Pipeline Co.	82	405
03/05/14	Moses Tims, et ux.	Gulf Pipeline Co.	85	59
03/06/14	R.L. Collins, et ux.	Gulf Pipeline Co.	82	385
03/06/14	Ed Tims, et ux.	Gulf Pipeline Co.	82	433



**EXHIBIT "C-3" CONTINUED**

Attached hereto and made a part of that certain  
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Gas Pipeline, LP and Longbranch Energy, LP

Nacogdoches County, Texas

03/25/14	Alice Fears	Gulf Pipeline Co.	82	391
03/26/14	Bunyan Greer	Gulf Pipeline Co.	82	392
03/26/14	Dixon Greer	Gulf Pipeline Co.	82	395
As Amended By:				
04/23/99	Cendant Mobility Services Corp.	Lancer Resources Company	1331	24
03/26/14	Miss Elma Greer	Gulf Pipeline Co.	82	394
As Amended By:				
04/23/99	Cendant Mobility Services Corp.	Lancer Resources Company	1331	24
04/08/14	Mrs. Jessie Greer	Gulf Pipeline Co.	85	58
04/08/14	Mrs. S.C. Parrott	Gulf Pipeline Co.	85	58
04/08/14	G.W. Tillery, Jr.	Gulf Pipeline Co.	85	58
04/09/14	Don Ceasar BeBiazzeon	Gulf Pipeline Co.	85	51
04/10/14	J.W. Christian	Gulf Pipeline Co.	82	386
05/09/14	Tom Hinjosa, et ux.	Gulf Pipeline Co.	82	404
06/23/24	C.W. Strode	Gulf Pipe Line Co. & Gulf Production Co.	110	601
06/23/24	Mrs. M.I. Strode	Gulf Pipe Line Co. & Gulf Production Co.	110	600
06/30/24	A.B. Crawford	Gulf Pipe Line Co. & Gulf Production Co.	110	626
06/30/24	Tom Crawford, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	110	621
06/30/24	Mart Melton	Gulf Pipe Line Co. & Gulf Production Co.	110	629
06/30/24	Mrs. J.A. Slay	Gulf Pipe Line Co. & Gulf Production Co.	110	628
06/30/24	Selener Smith, et vir.	Gulf Pipe Line Co. & Gulf Production Co.	110	623
06/30/24	E.D. Stubblefield, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	110	625
07/01/24	D.F. Barton, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	112	14
07/01/24	J.W. Boyd, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	112	17
07/01/24	G.F. Garrison	Gulf Pipe Line Co. & Gulf Production Co.	124	14
07/01/24	J.W. Hartt, Ind. and as Attorney in fact	Gulf Pipe Line Co. & Gulf Production Co.	110	619
07/01/24	J.M. McMillan	Gulf Pipe Line Co. & Gulf Production Co.	110	620
07/01/24	T.J. Peterson	Gulf Pipe Line Co. & Gulf Production Co.	112	13

**EXHIBIT "C-3" CONTINUED**

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Gas Pipeline, LP and Longbranch Energy, LP

Nacogdoches County, Texas

07/24/24	W.O. Richards, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	112	15
07/01/24	Wm. B. Worthham	Gulf Pipe Line Co. & Gulf Production Co.	112	10
07/02/24	D.M. McDuffie	Gulf Pipe Line Co. & Gulf Production Co.	112	25
07/02/24	W.B. Melton, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	112	8
07/03/24	Max W. Hart	Gulf Pipe Line Co. & Gulf Production Co.	112	11
07/14/24	Mrs. Annie Mullins, Ind. et al.	Gulf Pipe Line Co. & Gulf Production Co.	112	37
Replaced by:				
01/19/01	Acme Brick Company	Lancer Resources Company	1575	80
07/16/24	R.H. Burns, et al.	Gulf Pipe Line Co. & Gulf Production Co.	112	81
04/28/25	G.A. Blount	Gulf Pipe Line Co. & Gulf Production Co.	114	134
04/28/25	G.A. Blount	Gulf Pipe Line Co. & Gulf Production Co.	114	134
04/28/25	G.A. Blount	Gulf Pipe Line Co. & Gulf Production Co.	114	134
04/28/25	G.A. Blount	Gulf Pipe Line Co. & Gulf Production Co.	114	134
04/28/25	G.A. Blount	Gulf Pipe Line Co. & Gulf Production Co.	114	134
04/28/25	G.A. Blount	Gulf Pipe Line Co. & Gulf Production Co.	114	134
04/28/25	G.A. Blount	Gulf Pipe Line Co. & Gulf Production Co.	114	134
04/28/25	G.A. Blount	Gulf Pipe Line Co. & Gulf Production Co.	114	134
04/28/25	G.A. Blount	Gulf Pipe Line Co. & Gulf Production Co.	114	134
04/28/25	G.E. Stripling	Gulf Pipe Line Co. & Gulf Production Co.	114	130
04/28/25	G.W. Tillery, Jr.,	Gulf Pipe Line Co. & Gulf Production Co.	114	131
04/29/25	Mrs. F.W. Halacher	Gulf Pipe Line Co. & Gulf Production Co.	114	135
04/30/25	Itasca P. Blount	Gulf Pipe Line Co. & Gulf Production Co.	114	132

**EXHIBIT "C-3" CONTINUED**

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Gas Pipeline, LP and Longbranch Energy, LP

Nacogdoches County, Texas

05/05/25	J. Thos. Hall	Gulf Pipe Line Co. & Gulf Production Co.	114	168
05/07/25	L.L. Martin , et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	182
05/08/25	R.A. Hall	Gulf Pipe Line Co. & Gulf Production Co.	114	191
05/08/25	Mrs. A.L. Ramsey, et al.	Gulf Pipe Line Co. & Gulf Production Co.	114	219
05/09/25	Josh Henson	Gulf Pipe Line Co. & Gulf Production Co.	114	229
05/09/25	G.L. Olds, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	206
05/11/25	Robert Berger	Gulf Pipe Line Co. & Gulf Production Co.	114	177
05/11/25	Anna Brewer, Ind. and as Gdn.	Gulf Pipe Line Co. & Gulf Production Co.	114	179
05/11/25	R.J. Christian, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	172
05/11/25	Rho Cox	Gulf Pipe Line Co. & Gulf Production Co.	114	178
05/11/25	Josh Henson	Gulf Pipe Line Co. & Gulf Production Co.	114	165
05/11/25	J.M. Miller, et al.	Gulf Pipe Line Co. & Gulf Production Co.	114	175
05/11/25	Nacogdoches Ice Cream Co.	Gulf Pipe Line Co. & Gulf Production Co.	114	171
05/11/25	R. Partin, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	184
05/11/25	Marion Earl Reid, et al.	Gulf Pipe Line Co. & Gulf Production Co.	114	166
05/11/25	Edwin Tillery	Gulf Pipe Line Co. & Gulf Production Co.	114	169
05/12/25	A. Bockman, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	181
05/12/25	A.T. Garrard et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	193
05/12/25	Mrs. W.V Loveless	Gulf Pipe Line Co. & Gulf Production Co.	114	195
05/12/25	L.B. Mast, et al.	Gulf Pipe Line Co. & Gulf Production Co.	114	237
As Amended by				
05/29/2002	AT Mast III, John C Mast, Patricia Mast George, & HGT Group, LP	Lancer Resources Company	1747	97

**EXHIBIT "C-3" CONTINUED**

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Gas Pipeline, LP and Longbranch Energy, LP

Nacogdoches County, Texas

05/12/25	J.T. Smith, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	221
05/12/25	I.L. Sturdevant	Gulf Pipe Line Co. & Gulf Production Co.	114	174
05/13/25	Mrs. Julia Curl	Gulf Pipe Line Co. & Gulf Production Co.	114	218
05/13/25	Geo. T. McNess	Gulf Pipe Line Co. & Gulf Production Co.	114	192
05/13/25	J.W. Millard	Gulf Pipe Line Co. & Gulf Production Co.	114	215
05/14/25	R. Partin, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	209
05/14/25	Bill Thorn, et al.	Gulf Pipe Line Co. & Gulf Production Co.	114	232
05/14/25	Jim W. Weatherly, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	227
05/15/25	Itasca P. Blount	Gulf Pipe Line Co. & Gulf Production Co.	114	216
05/15/25	G. W Falkner,	Gulf Pipe Line Co. & Gulf Production Co.	114	231
05/15/25	Bob T. Millard, et al.	Gulf Pipe Line Co. & Gulf Production Co.	114	149
05/15/25	Bob T. Millard, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	225
05/15/25	L.S. Taylor, et al.	Gulf Pipe Line Co. & Gulf Production Co.	114	474
As Amended By:				
07/01/99	Nacogdoches Trade Days, L.C.	Lancer Resources Company	1371	169
05/19/25	Mrs. Jessie Greer	Gulf Pipe Line Co. & Gulf Production Co.	114	235
05/21/25	J.R. Gray, et al.	Gulf Pipe Line Co. & Gulf Production Co.	114	234
05/29/25	Ollie Falkner, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	259
05/29/25	Alex Fears, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	261
07/31/25	Mrs. Elma Armfield	Gulf Pipe Line Co. & Gulf Production Co.	114	326
As Amended By:				
04/23/99	Cendant Mobility Services Corp.	Lancer Resources Company	1331	24
07/31/25	T.L. Blackshear	Gulf Pipe Line Co. & Gulf Production Co.	114	335

**EXHIBIT "C-3" CONTINUED**

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Gas Pipeline, LP and Longbranch Energy, LP

Nacogdoches County, Texas

07/31/25	Dixon Greer	Gulf Pipe Line Co. & Gulf Production Co.	114	328
As Amended By:				
04/23/99	Cendant Mobility Services Corp.	Lancer Resources Company	1331	24
07/01/25	E. S. Greer, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	329
07/31/25	R.C. White	Gulf Pipe Line Co. & Gulf Production Co.	114	333
08/01/25	W.C. Howard	Gulf Pipe Line Co. & Gulf Production Co.	114	330
08/01/25	C.H. Muckelroy, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	336
08/01/25	Mrs. J.W. Strode	Gulf Pipe Line Co. & Gulf Production Co.	114	339
08/01/25	J.F. Wagner, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	114	332
08/06/25	C.H. Loeckle	Gulf Pipe Line Co. & Gulf Production Co.	114	341
08/21/25	James D. Greer	Gulf Pipe Line Co. & Gulf Production Co.	114	371
08/21/25	J.D. Skeeters	Gulf Pipe Line Co. & Gulf Production Co.	114	369
02/23/26	George W. Tillery, Jr., Gdn., et al.	Gulf Pipe Line Co. & Gulf Production Co.		
11/22/26	J.E. Garrett	Gulf Pipe Line Co. & Gulf Production Co.	117	241
05/09/28	Mrs. A. L. Ramsey, Gdn., et al.	Gulf Pipe Line Co.	122	213
07/02/28	J.H. Summers, Jr.	Gulf Pipe Line Co. & Gulf Production Co.	122	234
09/10/29	J.H. Franklin, et al.	Gulf Pipe Line Co. & Gulf Production Co.	126	52
11/27/34	Rosa Prince, et al.	Gulf Pipe Line Co. & Gulf Production Co.	138	306
06/03/42	Ollie Falkner, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	157	527
06/03/42	Dock Sexton, et al.	Gulf Pipe Line Co. & Gulf Production Co.	157	529
06/04/42	Thos.E. Baker	Gulf Pipe Line Co. & Gulf Production Co.	157	530
06/04/42	W. W Falkner, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	157	520
06/04/42	W.F. Greer, et al.	Gulf Pipe Line Co. & Gulf Production Co.	157	517

**EXHIBIT "C-3" CONTINUED**

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Gas Pipeline, LP and Longbranch Energy, LP

Nacogdoches County, Texas

06/04/42	L. B. Mast et al.	Gulf Pipe Line Co. & Gulf Production Co.	157	519
07/18/42	State Hwy. Dept.	Gulf Refining Co.		
07/18/42	State Hwy. Dept.	Gulf Refining Co.		
10/28/42	J. R. Gray, et al.	Gulf Pipe Line Co. & Gulf Production Co.	160	323
05/24/49	State Hwy. Dept.	Gulf Refining Co.		
10/08/49	State Hwy. Dept.	Gulf Refining Co.		
12/04/51	Thomas E. Laird, et ux.	Gulf Refining Co.	223	369
10/19/54	Texas Hwy. Dept.	Gulf Refining Co.		
09/03/59	J.W. Sutton, et al.	Texas Eastern Transmission Corp.	285	32
11/02/59	Gulf Refining Company	Texas Eastern Transmission Corp.	285	581
11/02/59	Gulf Refining Company	Texas Eastern Transmission Corp.	285	581
03/02/60	Gulf Refining Co. and Texas & New Orleans RR Co.	Texas Eastern Transmission Corp.		N/R
03/02/60	Gulf Refining Co. and Texas & New Orleans RR Co.	Texas Eastern Transmission Corp.		N/R
12/18/64	Texas Hwy. Dept.	Texas Eastern Transmission Corp.		
01/17/69	Texas Eastern Transmission	E.W. Roark	353	741
12/12/73	Moore Business Forms, Inc.	Texas Eastern Transmission Corp.	387	349
01/13/76	Bethel Baptist Church	Texas Eastern Transmission Corp.	404	254
05/29/81	Lenvel Standland, et al.	Texas Eastern Transmission Corp.	465	124
02/16/83	Big Red Enterprises, Inc.	Texas Eastern Transmission Corp.	485	211
02/21/83	Glenn Layton	Texas Eastern Transmission Corp.	485	205
03/03/83	East Texas Portable Building Co.	Texas Eastern Transmission Corp.	485	200

**EXHIBIT "C-4"**

Attached hereto and made a part of that certain  
Purchase & Sale Agreement dated this \_\_\_\_ day of February, 2016, between The Express  
Gas Pipeline, LP and Longbranch Energy, LP

Angelina County, Texas

<u>Date</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Book</u>	<u>Page</u>
07/02/10	W.H. Bonner	Gulf Pipe Line Co.	40	543
07/02/10	W.F. Heaton	Gulf Pipe Line Co.	30	421
07/02/10	M.A. Modisett, et. al.	Gulf Pipe Line Co.	30	100
07/04/10	Andy Modisett	Gulf Pipe Line Co.	30	43
07/06/10	J.L. Calvert	Gulf Pipe Line Co.	30	44
02/27/14	W.E. Massingill	Gulf Pipe Line Co.	35	677
02/27/14	J.C. Modisett, et ux.	Gulf Pipe Line Co.	35	678
02/27/14	M.A. Modisett, et. al.	Gulf Pipe Line Co.	35	679
03/04/14	J.W. Spears	Gulf Pipe Line Co.	35	680
03/27/14	W.F. Heaton, et ux.	Gulf Pipe Line Co.	35	681
04/25/25	E.C. Heaton, et al.	Gulf Pipe Line Co. & Gulf Production Co.	63	157
04/25/25	Mrs. W.E. Massingill	Gulf Pipe Line Co. & Gulf Production Co.	63	160
04/25/25	Mrs. Martha A Modisett	Gulf Pipe Line Co. & Gulf Production Co.	63	159
04/25/25	J.W Spears	Gulf Pipe Line Co. & Gulf Production Co.	63	158
04/29/25	J.C. Modisett, et ux.	Gulf Pipe Line Co. & Gulf Production Co.	63	175
06/02/42	J.C. Modisett, et ux.	Gulf Refining Co. & Gulf Oil Corp.	101	204
08/29/50	Texas Hwy. Dept.	Gulf Refining Co.		
12/02/59	Gulf Refining Co.	Texas Eastern Transmission Corp.	236	584

**EXHIBIT "C-5"**

Attached hereto and made a part of that certain  
Purchase & Sale Agreement dated this \_\_\_\_ day of February, 2016, between The Express  
Gas Pipeline, LP and Longbranch Energy, LP

**EXCEPTIONS AS NOTED  
IN 1992 TEPCO TO LANCER PURCHASE AGREEMENT  
Nacogdoches County, Texas**

1. Tracts 20, 21, 26, 46 and 67 in Nacogdoches County, Texas involve easements that have been released prior to the date of the Purchase and Sale Agreement or from which the pipe has been removed prior to the date of this Agreement.
2. (A) Amendatory Agreement ("Agreement"), dated 1/13/76, between Bethel Baptist Church, by Trustees ("Bethel"), and Texas Eastern Transmission Corporation ("Corporation"), recorded in Volume 404, Page 254, Deed Records, Nacogdoches County, Texas. Said Agreement amends three easements recorded in Volume 74, Page 8, Volume 82, Page 410 and Volume 114, Page 369, whereby Corporation agrees to remove its existing pipeline from that portion of the property owned by Bethel and Bethel grants to Corporation an alternate right of way within a portion of land for future pipeline construction, subject to stated conditions.  
  
(B) Amendatory Agreement ("Agreement"), dated 03/03/83, between East Texas Portable Building Co., Inc. ("Owner"), and Texas Eastern Transmission Corporation ("Corporation"), recorded in Volume 485, Page 200, Deed Records, Nacogdoches County, Texas. Said Agreement amends easement recorded in Volume 114, Page 117, whereby Corporation agrees to re-route the pipeline and restrict easement to centerline as described therein, subject to certain rights reserved by Owner, as related to potential development of lands by Owner.  
  
(C) Amendatory Agreement ("Agreement"), dated 02/21/83, between Glenn Layton ("Owner"), and Texas Eastern Transmission Corporation ("Corporation"), recorded in Volume 485, Page 205, Deed Records, Nacogdoches County, Texas. Said Agreement amends easement recorded in Volume 114, Page 117, whereby Corporation agrees to re-route the pipeline and restrict easement to centerline as described therein, subject to certain rights reserved by Owner, as related to potential development of lands by Owner.  
  
(D) Amendatory Agreement ("Agreement"), dated 02/16/83, between Big Red Enterprises, Inc. ("Owner"), and Texas Eastern Transmission Corporation ("Corporation"), recorded in Volume 485, Page 211, Deed Records, Nacogdoches County, Texas. Said Agreement amends easement recorded in Volume 114, Page 177, whereby Corporation agrees to re-route the pipeline and restrict easement to centerline as described therein, subject to certain rights reserved by Owner, as related to potential development of lands by Owner.  
  
(E) Amendatory Agreement ("Agreement"), dated 05/29/81, between Lenvel Stanaland, et al. ("Owners"), and Texas Eastern Transmission Corporation



**EXHIBIT "C-6"**

Attached hereto and made a part of that certain  
Purchase & Sale Agreement dated this \_\_\_\_ day of February, 2016, between The Express  
Gas Pipeline, LP and Longbranch Energy, LP

**AMENDMENTS, RELEASES AND NEW RIGHTS OF WAYS AND  
EASEMENTS SINCE TEPCO TO LANCER SALE**

Nacogdoches, Rusk and Shelby Counties

- (1) Amended and Restated Release, Abandonment and Relocation of Easement, dated 04/23/99, between Cendant Mobility Services Corporation, ("Cendant"), and Lancer Resources Company, ("Lancer"), recorded in Volume 1331, Page 24, Deed Records, Nacogdoches County, Texas. Said Agreement amends easements recorded in Volume 72, Pages 629-630, Volume 82, Page 394-395, Volume 114, Page 328, Volume 74, Page 58, Volume 72, Page 630, Volume 82, Page 395, and Volume 114, Pages 326-327, whereby Lancer agrees to release a portion of the easements and relocate the existing easement around the perimeter boundary of the 5.65 acre tract.
- (2) Amendment to Right of Way Agreement, effective July 1, 1999 by and between Lancer Resources Company and Nacogdoches Trade Days, LLC, recorded in Volume 1371, Page 169, whereby Lancer agrees to limit the right of way to a 20' permanent right of way and Lancer retained the right to utilize reasonable work space for the installation of a new pipeline or the replacement of the existing pipeline.
- (3) Release of Easement, dated 01/19/2001, between Acme Brick Company, ("Acme"), and Lancer Resources Company, ("Lancer"), recorded in Volume 1560, Page 315, Deed Records, Nacogdoches County, Texas and Volume 2245, Page 656, Official Public Records, Rusk County, Texas. Said Agreement amends easement recorded in Volume 112, Page 37, whereby Lancer agrees to release easement in exchange for new Pipeline Right of Way Easement described below.
- (4) Pipeline Right of Way Easement, dated 01/19/2001, between Lancer Resources Company, ("Lancer"), and Acme Brick Company, ("Acme"), recorded in Volume 1575, Page 80, Deed Records, Nacogdoches County, Texas and at Volume 2252, Page 355, Deed Records, Rusk County, Texas. Said agreement grants easement to Lancer as described in Agreement.
- (5) Release, Abandonment and Relocation of Easement, effective 05/01/2002, between A.T. Mast III, John C. Mast, Patricia Mast George, ("Mast"), and Lancer Resources Company, ("Lancer"), recorded in Volume 1747, Page 97, Deed Records, Nacogdoches County, Texas. Said agreement amends easements recorded in Volume 114, Pages 237-238 of the Deed Records of Nacogdoches County, Texas and relocated easement as described in Agreement.

**EXHIBIT "C-6" CONTINUED**

Attached hereto and made a part of that certain  
Purchase & Sale Agreement dated this \_\_\_\_ day of February, 2016, between The Express  
Gas Pipeline, LP and Longbranch Energy, LP

- (6) Ratification of Right of Way Agreement by and between Florence J. Bowlin, Linda K. Knight and Robert D. Templin and The Express Gas Pipeline, L.P. dated May 11, 2011 and filed of record at Document Number 2011003582 of the Shelby County Deed Records ("SCDR") and the Letter Agreement referenced therein. Said agreement amends an easement recorded in Volume 126, Page 539, et seq., of the SCDR as described in said Letter Agreement.
- (7) Agreed Judgment in Cause No. 09CV30,712 styled *Donald Lewis Scrimsher and Chhavy Khorn v. The Express Gas Pipeline, L.P.* in the District Court of Shelby County Texas and filed at Document Number 2011003023 of the SCDR and the Ratification of Right of Way Agreement by and between Donald Lewis Scrimsher and Chhavy Khourn and The Express Gas Pipeline, L.P. dated March 8, 2011 and filed of record at Document Number 2011003024 of the SCDR and the Agreement referenced in said Ratification. Said Agreement, and the subsequent Addendum thereto, amends easements recorded in Volume 131, Page 137, et seq., and Volume 126, Page 503, et seq., of the SCDR as described in said Agreement.
- (8) Agreed Judgment in Cause No. 09CV30,448 styled *Steve Biel and wife Regina Biel v. The Express Gas Pipeline, L.P.* in the District Court of Shelby County Texas and filed at Document Number 20100013501 of the SCDR and the Ratification of Right of Way Agreement by and between Steve Biel and Regina Biel and The Express Gas Pipeline, L.P. dated October 30, 2010 and filed of record at Document Number 20100013500 of the SCDR and the Agreement referenced in said Ratification. Said Agreement, and the subsequent Addendum thereto dated November 15, 2013, amends an easement recorded in Volume 127, Page 54, et seq., of the SCDR as described in said Agreement.
- (9) Ratification of Right of Way Agreement by and between Steve Cockrell, Truitt Cockrell and Carolyn Cockrell Daw and The Express Gas Pipeline, L.P. dated May 27, 2015 and filed of record at Document Number 2015002621 of the SCDR and the Agreement referenced in said Ratification dated June 26, 2015. Said Agreement amends easements recorded in Volume 127, Page 142, et seq., and Volume 124, Page 479, et seq., of the SCDR as described in said Agreement.
- (10) Ratification of Right of Way Agreement by and between Cecil McCune and Deborah J. McCune and The Express Gas Pipeline, L.P. dated May 27, 2015 and filed of record at Document Number 2015002620 of the SCDR and the Agreement referenced in said Ratification dated May 25, 2015. Said Agreement amends easements recorded in Volume 126, Page 528, et seq., and Volume 127, Page 138, et seq., of the SCDR as described in said Agreement.

**EXHIBIT "C-6" CONTINUED**

Attached hereto and made a part of that certain  
Purchase & Sale Agreement dated this \_\_\_\_ day of February, 2016, between The Express  
Gas Pipeline, LP and Longbranch Energy, LP

- (11) Letter Agreement by and between Classic Hydrocarbons Operating, Inc. and The Express Gas Pipeline, L.P. dated April 18, 2012 regarding the re-routing of the 8" pipeline around the Widdon Gas Unit #2 pad site location and the R&M Farms Unit #3 pad site location in Shelby County, Texas.

**EXHIBIT "D"**

Attached hereto and made a part of that certain  
Purchase & Sale Agreement dated this \_\_\_\_ day of February, 2016, between The Express  
Gas Pipeline, LP and Longbranch Energy, LP

**DEED, CONVEYANCE AND ASSIGNMENT**

KNOW ALL MEN BY THESE PRESENTS THAT:

I.

THE EXPRESS GAS PIPELINE, LP, a limited partnership organized and existing under the laws of the State of Texas, with its principal office at 6034 West Courtyard Drive, Suite 205, Austin, Texas 78730 (hereinafter sometimes called "Express"), acting by and through its sole general partner The Express Pipeline Connection, LLC and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has sold, transferred, assigned, and by these presents does bargain, sell, transfer assign, convey, and deliver unto Longbranch Energy, LP with its principal office at \_\_\_\_\_, Center, Texas 75935, all of the following described pipeline system and related facilities (the P-21 Pipeline), rights-of-way, easements and permits, leases, and other rights and properties described herein situated in the State of Texas, that Express acquired by Deed, Conveyance and Assignment from TE Products Pipeline Company, Limited Partnership (TEPCO) to Lancer Resources Company recorded at Volume 742, page 72 of the Real Property Records, Shelby County, Texas; at Volume 824, page 29 of the Real Property Records of Nacogdoches, Texas; and at Volume 889, page 40 of the Official Public Records of Angelina County, Texas and by Correction Deed, Conveyance and Assignment from Lancer Resources, L.P., a Limited Partnership to The Express Gas Pipeline, LP, a Limited Partnership, recorded as document number 2009-00252651 of the Official Public Records of Angelina County, Texas; recorded as document number 133189 recorded in Volume 3001, page 80 of the Real Property Records of Nacogdoches County, Texas; at Volume 2911, page 596 of the Real Property Records of Rusk County, Texas; and as document number 2009000958 of the Real Property Records, Shelby County, Texas, (collectively herein referred to as the "Express Pipeline"); to-wit:

**PIPELINE SYSTEM AND RELATED FACILITIES**

All of the following described pipelines, taps and other facilities owned by Express Pipeline:

1. Approximately 64.97 miles (more or less) of 8" nominal outside diameter pipeline and appurtenances that is located generally as set forth in the immediately following paragraph 2 and is depicted on the line drawing attached as Exhibit A and by this reference made a part hereof.

2. 8" PIPELINE FROM LUFKIN TO TEXAS/LOUISIANA STATE LINE

COMMENCING at a point within Gulf Refining Company's Lufkin Station Site in the Vincinti Mitchell Survey, Angelina County, Texas, as described by easement, recorded in Volume 236, Page 584, of the Deed Records of said County and State;

THENCE running generally in a northeasterly direction in Angelina County, Texas, a distance of approximately 2.39 miles to a point on the West Bank of the Angelina River on property now or formerly owned by Mrs. W. E. Massengill in the Goguett Survey, as described by the easement recorded in Volume 63, Page 160, of the Deed records of said County;

THENCE crossing the Angelina River in an easterly direction, leaving Angelina County, Texas and entering Nacogdoches County, Texas, to a point on the East Bank of said Angelina River on property now or formerly owned by Mrs. S. C. Parrott, et. Al., as described by easement recorded in Volume 74, Page 107, of the Deed Records of said Nacogdoches County;

THENCE running generally in a northeasterly direction across Nacogdoches County, Texas, a distance of approximately 30 miles to a point on the County line between Nacogdoches and Rusk Counties, Texas and on the north line of property now or formerly owned by J. Kelly as described by easement recorded in Volume 74, Page 38, of the Deed Records of Nacogdoches County, Texas;

THENCE entering Rusk County, Texas at a point on the south line of property now or formerly owned by Spencer Eliot Brick Company, as described by easement recorded in Volume 67, Page 183, of the Deed Records of Rusk County, Texas;

THENCE running generally in a northeasterly direction across Rusk County, Texas, a distance of approximately 6.46 miles to a point on the West Bank of the Attoyac River on property now or formerly owned by Mrs. M. L. Moore, as described by easement recorded in Volume 67, page 130, of the Deed Records of Rusk County, Texas;

THENCE crossing the Attoyac River, leaving Rusk County, Texas and entering Shelby County, Texas, to a point on the East Bank of said Attoyac River.

THENCE entering Shelby County, Texas at a point on the south or west line of property now or formerly owned by Gulf Refining Company as

described by easement recorded in Volume 381, Page 347 of the Deed Records of Shelby County, Texas;

THENCE continuing in an easterly direction to property now or formerly owned by Texas Eastern Transmission Corporation as described in Deed recorded in Volume 381, Page 344 of the Deed Records of Shelby County, Texas;

COMMENCING at a point on the south or west line of property now or formerly owned by J. M. Whiteside, as described by easement recorded in Volume 79, Page 543, of the Deed Records of Shelby County, Texas;

THENCE running generally in an easterly direction across Shelby County, Texas, a distance of approximately 28 miles to a point on the West Bank of the Sabine River on property now or formerly owned by J. T. Caldwell as described by easement recorded in Volume 131, Page 497, of the Deed Records of Shelby County, Texas.

#### RIGHTS-OF-WAY, EASEMENTS AND PERMITS

All rights-of-way, easements, permits, privileges, grants and consents of Express for the construction, laying, maintenance, operation and removal of pipeline facilities in the State of Texas as set forth on Exhibit B attached hereto and by this reference made a part hereof.

#### II.

TO HAVE AND TO HOLD all of the above-described premises, rights and properties, together with all and singular the rights, privileges, hereditaments and appurtenances belonging to or in any way appertaining to any or all of the premises, rights or properties hereinabove described and conveyed, unto Longbranch Energy, LP, its successors and assigns forever; and The Express Gas Pipeline, LP, does hereby bind itself and its successors to warrant specially and forever defend the same unto said Longbranch Energy, LP, its successors and assigns, against every person whomsoever claiming or to claim the same, or any part thereof, by, through or under The Express Gas Pipeline, LLC, but not otherwise. This Deed, Conveyance and Assignment and all conveyances and transfers hereunder shall be subject to all liens, mortgages, taxes (except ad valorem taxes) restrictions, leases (both surface use; and oil, gas and mineral leases), easements, rights-of-way, licenses, exceptions, reservations, outstanding interests and other conditions of title or encumbrances of whatever nature, to the extent such matters are of record in Angelina, Nacogdoches, Rusk and Shelby Counties, in Texas and to all matters that are a current survey or visual inspection would reflect.

III.

The Express Pipeline is hereby sold, transferred, assigned, conveyed and delivered to Longbranch Energy, LP without recourse (even as to the return of the purchase price except as set forth in the purchase and sale agreement dated February \_\_\_, 2016 between The Express Gas Pipeline, LP and Longbranch Energy, LP), and without covenant or warranty of any kind, express, implied, or statutory except as otherwise provided in said Purchase Agreement. WITHOUT LIMITATION OF THE GENERALITY OF THE IMMEDIATELY PRECEEDING SENTENCE AND IN ADDITION TO ANY DISCLAIMERS SET FORTH IN THE PURCHASE AND SALE AGREEMENT, THE EXPRESS GAS PIPELINE, LP HEREBY (i) EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OF ANY WARRANTY, EXPRESS, IMPLIED AT COMMON LAW, BY STATUTE OR OTHERWISE, RELATING TO (A) THE CONDITION, PURPOSE, DESIGN, QUALITY, PERFORMANCE, EXISTENCE, CLASS, CERTIFICATE, MAINTENANCE, SPECIFICATION, ABSENCE OF LATENT DEFECTS, OR ANY OTHER MATTER WHATSOEVER OF THE SUBJECT ASSETS (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, OR OF FITNESS FOR A PARTICULAR PURPOSE) OR (B) ANY INFRINGEMENT BY THE EXPRESS GAS PIPELINE, LP OR ANY OF ITS AFFILIATES ON ANY PATENT OR PROPERTY RIGHT OF ANY THIRD PARTY; AND (ii) NEGATES ANY RIGHTS OF LONGBRANCH ENERGY, LP UNDER STATUTES OR AT COMMON LAW TO CLAIM DIMINUTION OF CONSIDERATION AND ANY CLAIMS BY LONGBRANCH ENERGY, LP FOR DAMAGES BECAUSE OF REDHIBITORY VICES OR DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING THE INTENTION OF LONGBRANCH ENERGY, LP AND THE EXPRESS GAS PIPELINE, LP THAT THE SUBJECT ASSETS ARE TO BE CONVEYED IN THEIR PRESENT CONDITION AND STATE OF REPAIR OR DISREPAIR.

IV.

IN WITNESS WHEREOF, this Deed, Conveyance and Assignment is being executed in counterparts, all of which are identical, on the dates shown below, but effective as of 7:00 a.m. of the \_\_\_ day of \_\_\_\_\_, 2016. Each of such counterparts shall for all purposes be deemed to be an original, provided all of such counterparts shall together constitute but one of the same instrument.

“EXPRESS”  
**THE EXPRESS GAS PIPELINE, L.P.,**  
**By THE EXPRESS PIPELINE**  
**CONNECTION, L.L.C., General Partner**

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By: Rod C. Roberts, President of The  
Express Pipeline Connection, L.L.C

“Longbranch”  
**LONGBRANCH ENERGY, L.P.**  
**By DARIN BORDERS, INC.,**  
**General Partner**

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By: **Darin Borders**  
Title: President, Darin Borders, Inc.

STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2016, by Rod C. Roberts, the President of The Express Pipeline Connection, L.L.C., a Texas Limited Liability Company, the General Partner of The Express Gas Pipeline, L.P. a Texas Limited Partnership, on behalf of said companies.

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Notary Public in and for the State of Texas



STATE OF TEXAS                   §  
   §  
COUNTY OF \_\_\_\_\_ §

        This instrument was acknowledged before me on the \_\_\_\_ day of February, 2016,  
by Darin Borders, President of Darin Borders, Inc., on behalf of Longbranch Energy, L.P.,  
a Texas Limited Partnership.

\_\_\_\_\_  
Notary Public in and for the State of Texas